

EXHIBIT A

HIGHSNOBIETY**Statement of Work (SOW)**

This Statement of Work ("SOW"), effective as of the date signed, is entered into between Highsnobiety, Inc. ("Highsnobiety or Highsnobiety") and Oxygen, Inc. ("Customer" or "Oxygen"), together with the terms and conditions set forth in the most recent Highsnobiety Master Services Agreement that was entered into between Highsnobiety and Customer ("MSA"). This SOW, together with the MSA and any prior-executed SOW, contains Highsnobiety and Customer's complete agreement concerning the Services described below, and it supersedes any other promises or agreements concerning such Services. All capitalized terms used in this SOW without definition are defined as set forth in the MSA. In consideration of the mutual covenants and promises contained herein, the parties agree to incorporate the following definitions, provisions, and attached exhibits into the MSA:

Highsnobiety shall provide all of the Services as specifically set forth and defined below. The Services may be modified from time to time by a subsequent writing duly executed by each party. No verbal modification or course of conduct shall be binding on either party with respect to any modification of the Services set forth in this SOW.

1. DEFINITIONS

1.1. In this SOW the following terms shall have the meanings as defined below:

- "Run" means the duration of the Campaign.
- "Service Volume" shall mean, in addition to any definition in the MSA, all kinds of Production, Media Value, Paid Social and Online Ads services provided by Highsnobiety to Oxygen under this SOW.
- "Services" shall mean, in addition to any definition in the MSA, all kinds of Production, Media Value , Paid Social and Online Ads services provided by Highsnobiety to Oxygen under this SOW
- "Media Elements" shall mean advertising, promotional materials and other general media that are not Production Elements
- "Production Elements" shall mean event, photo shoot, or video shoot and all related pre/post production items.

2. SERVICE VOLUME

2.1. For the Term of the SOW, Oxygen shall receive the following Services from Highsnobiety, valued at a total of **\$375,000**:

A) "EN ROUTE" STORYTELLING PLATFORM

A1) Highsnobiety will identify eight (8) Miami-based talent in order to create 8x Unique Creator Profiles. All talent will be selected by Highsnobiety and approved by Oxygen.

Oxygen will be responsible for providing each talent with a \$1,000 Oxygen VISA Debit Card.

A2) Highsnobiety will conduct a photoshoot and interview with the 8 individual talent and deliver the following assets:

- i) 40x Final Still Images (5 per talent)

A3) Highsnobiety will design a custom digital interactive hub on Highsnobiety.com in order to host the 8 talent profiles. The “En Route” platform will be featured and promoted on Highsnobiety.com and Highsnobiety platforms and receive the following placements:

- i) 1x Custom Hub
- ii) 1x “En Route” Highsnobiety Wide Feature on Highsnobiety.com
- iii) 1x Homepage Editorial Priority Box Placement
- iv) 3x Instagram Posts (@highsnobietystyle)
- v) 3x Instagram Story w/ Swipe Up (@highsnobietystyle)
- vi) 2x Instagram Story w/ Swipe Up (@highsnobiety)
- vii) 1x Facebook Post w/ Link
- viii) 1x Twitter Post w/ Link
- ix) 1x Email Newsletter Inclusion
- x) Dark Social Promotion

Total “En Route” Storytelling Platform guaranteed impression goals are included within the attached media plan, Exhibit A of this Agreement.

The Total “En Route” Storytelling Platform will be priced at a value of **\$205,000**.

B) ART BASEL MIAMI INTEGRATION

B1) Highsnobiety will integrate Oxygen into its Art Basel Retail Concept Pop-Up in the following ways:

- i) 2x Installations by “En Route” creatives placed within the retail space, at the discretion of Highsnobiety
- ii) Oxygen logo will be included on product tags where applicable

B2) Additionally, Highsnobiety will integrate Oxygen into its Art Basel activations in one of the following two ways.

In the event that the Highsnobiety HIGHArt party occurs, Highsnobiety will integrate Oxygen into its HIGHArt launch party at Art Basel 2021 via the following deliverables:

- i) 1x “En Route” Creative will be hired as the official event photographer
- ii) 2x “En Route” Creatives will be invited to the party along with plus 1s. Attendance is not guaranteed.
- iii) Oxygen sponsorship of Highsnobiety’s event recap editorial including:
 - a) 1x Editorial Event Recap “Presented by Oxygen”
 - b) 1x Homepage Editorial Priority Box Placement
 - c) 1x Instagram Story w/ Swipe Up (@highsnobietystyle)
 - d) 1x Instagram Story w/ Swipe Up (@highsnobiety)
 - e) 1x Instagram Post (@highsnobietystyle)
 - f) 1x Facebook Post w/ Link
 - g) 1x Twitter Post w/ Link
 - h) 1x Email Newsletter Inclusion

i) Dark Social Promotion

This first option is pending Highsnobiety's confirmation of the launch party. In the event that the party does not occur, Highsnobiety will provide the following additional content into its Art Basel Integration:

- i) 1x "En Route" Creative will be hired to photograph Art Basel through the lens of Highsnobiety
- ii) Oxygen sponsorship of Highsnobiety's Art Basel recap editorial including:
 - a) 1x Editorial Pop-Up Recap "Presented by Oxygen"
 - b) 1x Homepage Editorial Priority Box Placement
 - c) 1x Instagram Story w/ Swipe Up (@highsnobietystyle)
 - d) 1x Instagram Story w/ Swipe Up (@highsnobiety)
 - e) 1x Instagram Post (@highsnobietystyle)
 - f) 1x Facebook Post w/ Link
 - g) 1x Twitter Post w/ Link
 - h) 1x Email Newsletter Inclusion
 - i) Dark Social Promotion

Total Art Basel Integration Recap guaranteed impression goals are included within the attached media plan, Exhibit A of this Agreement.

The Art Basel Miami Integration will be priced at a value of **\$95,000**.

C) CUSTOM ROS DISPLAY PACKAGE

C1) Highsnobiety will create a Custom ROS Display Package including the following ad units:

- i) Full-Width Billboard 2400x600
- ii) In-Article 720x405
- iii) Mobile Interscroller 400x565
- iv) Half Page 300x600
- v) Medium Rectangle 300x250

Highsnobiety will activate the Custom ROS Display Package on Highsnobiety.com over a flight period of November 1, 2021 through December 31, 2021.

Total Custom ROS Display Package guaranteed impression goals are included within the attached media plan, Exhibit A of this Agreement.

The Custom ROS Display Package will be priced at a value of **\$35,000**.

D) SITE-WIDE TAKEOVER

D1) Highsnobiety will run 4x Site-wide Takeovers on Highsnobiety.com on TBD flight dates in line with strategic objectives of the program (to be suggested by Highsnobiety and approved by Oxygen). The Takeovers will be live for twenty-four (24) hours each, and will include the following ad units:

- i) Full-Screen Billboard 2560x1440
- ii) Full-Width Billboard 2400x600
- iii) In-Article 720x405
- iv) Mobile Interscroller 400x565
- v) Half Page 300x600
- vi) Medium Rectangle 300x250

Total Site-wide Takeover guaranteed impression goals are included within the attached media plan, Exhibit A of this Agreement.

The Site-wide Takeover will be priced at a value of **\$40,000**.

E) ADDED VALUE CUSTOM ROS DISPLAY BANNERS PACKAGE

I1) Highsnobiety will run an Added Value Custom ROS Display Package including the following ad units:

- i) Full-Width Billboard 2400x600
- ii) In-Article 720x405
- iii) Mobile Interscroller 400x565
- iv) Half Page 300x600
- v) Medium Rectangle 300x250

Highsnobiety will activate the Added Value Custom ROS Display Package on Highsnobiety.com over a flight period of November 1, 2021 through December 31, 2021.

Total Added Value Custom ROS Display Package guaranteed impression goals are included within the attached media plan, Exhibit A of this Agreement.

The Added Value Custom ROS Display Package will be priced at a value of **\$0**.

2. WORKING TOGETHER:

A) MATERIALS FROM Oxygen

A1) Oxygen agrees to provide the following Customer Materials to Highsnobiety as required for Highsnobiety to complete services:

- i) Information about graphical requirements, brand guidelines, and required font files (e.g., dos/don'ts that need consideration in the campaign communication/for production).

B) WAYS OF WORKING

Highsnobiety and Oxygen agree on the following ways of working:

- i) Highsnobiety and Oxygen will work together in good faith to align on all production and creative topics (concepts, production milestones, selection of final assets and content published on Highsnobiety owned and operated channels), however, Oxygen shall have final say on all Services (including all creative, production and editorial content, unless otherwise noted in this SOW) as well as final approval of assets

- ii) All feedback and approvals will be shared in written form and will be consolidated by each party
- iii) Oxygen will designate 1-3 US-based point(s) of contact from Oxygen to manage projects, manage Highsnobiety, and coordinate with Oxygen internal stakeholders
- iv) Oxygen points of contact will be responsible for collating and prioritizing all stakeholder feedback and communicating this in writing back to Highsnobiety and managing the Oxygen approval process
- v) Oxygen will make Highsnobiety aware of any other projects, current or future, which may affect Highsnobiety's ability to execute the project described in this SOW. This should also include, but is not limited to, external factors such as vacations, Oxygen restructures or system changes.

C) REVISIONS

C1) If the SOW concerns the production of content by the Highsnobiety, Oxygen is entitled, except as otherwise provided in the SOW, to return the work result for revisions two times. Any further rounds of revisions will be invoiced in addition to the Price. Oxygen is not entitled to any claims against Highsnobiety for delays caused by revision(s) requested by Oxygen.

- i) Where Highsnobiety requires Oxygen's feedback or approval for completion of any part of the Campaign and Oxygen does not provide such feedback within a timeframe reasonably set by Highsnobiety, the timeline agreed shall be deemed extended until Oxygen has provided its feedback or necessary approval. Oxygen is not entitled to any claims against Highsnobiety for such delays.
- ii) Where Highsnobiety requires Material from Oxygen for completion of any part of the Campaign and Oxygen does not provide such Advertising Material within a timeframe reasonably set by Highsnobiety, the timeline agreed shall be deemed extended until Oxygen has provided the necessary Advertising Materials. Oxygen is not entitled to any claims against Highsnobiety for such delays.
- iii) Oxygen is not entitled to any claims against Highsnobiety for any delay, cancellation, or change to timing of the Campaign which is a result of a Force Majeure Event.

4. RIGHTS TO CONTENT PRODUCED BY HIGHSNOBiETY

A) Highsnobiety agrees to grant to Oxygen six-month exclusive, royalty-free worldwide license to use the deliverables provided under SOW digitally on the Advertiser's owned-and-operated social media channels (e.g., Instagram, Facebook, YouTube and Twitter); provided that, all such displayed deliverables shall bear accreditation of Highsnobiety (and Highsnobiety partners, as applicable). Oxygen may use the content produced and/or delivered by Highsnobiety in the manner and scope as specified in the Contract only. Any other rights to such content remain with the Highsnobiety.

During and/or after the Run, Highsnobiety may exhibit, distribute, display, and otherwise exploit any custom Deliverables for internal, institutional and trade purposes, archival purposes (including, without limitation, on archival portions of Highsnobiety's websites and social media sites), in Highsnobiety's public relation campaigns and award submission purposes.

5. PAYMENT TERMS:

- A)** Unless otherwise specified in the Statement of Work, the payment of the price as agreed on in the Insertion Order ("Price") is due as follows:
 - i) Highsnobiety will bill \$187,500 upon signature due upon receipt
 - ii) Highsnobiety will bill \$187,500 upon completion of services due net 30
- B)** The respective due dates to be shown on invoice issued by the Highsnobiety. Interest shall accrue at 9% per month on payments that have not been received by the respective due dates. Bank transfer is the accepted method of payment. Other methods of payment are only permitted after written consent of the Highsnobiety.

6. TERM AND TERMINATION/WITHDRAWAL/CANCELLATION:

- A)** The Term of the SOW shall commence upon signature and shall continue until December 31, 2021 or completion of all services, whichever occurs sooner, unless otherwise agreed upon by both parties.
- B)** In the event of termination by Oxygen:
 - i) Oxygen agrees to pay Highsnobiety compensation for services rendered by company up to the date of termination;
 - ii) Oxygen agrees to reimburse Highsnobiety for any out-of-pocket expenses incurred in connection with the Contract, insofar as they are within the scope of the SOW; and
 - iii) In the event Oxygen provides notice of termination at least four weeks prior to agreed start of Production or the Run, Oxygen agrees to pay fifty percent (50%) of the remaining Price; in the event Oxygen provides notice of termination less than four weeks prior to agreed start of Production or the Run, Oxygen agrees to pay one hundred percent (100%) of the remaining Price.

7. FORCE MAJEURE

- A)** Excluding payment obligations, and subject to the Coronavirus terms in Paragraph 8 below, neither Customer nor Highsnobiety will be liable for delay or default in the performance of its respective obligations under the terms of this SOW if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, epidemic (including, but not limited to Coronavirus), acts of God, or labor disputes ("Force Majeure Event"). In the event a Force Majeure Event forces a party to delay or cancel any portion of the Campaign, or if a party reasonably determines, acting in good faith, that a portion of the Campaign should be delayed or canceled because of reasons related to a Force Majeure Event, the parties agree to engage in good faith discussions regarding a mutually agreeable alternative Campaign plan, which may include rescheduling the affected Campaign element or reallocating fees to other deliverables or services. If the parties are unable to agree on such an alternative plan, Customer may terminate the affected element of the Campaign without payment liability, except to reimburse Highsnobiety for any documented, non-cancelable, out of pocket costs and expenses incurred by Highsnobiety as of such date of termination, and any payments pursuant to Paragraph 9 below.

8. OTHER SPECIAL TERMS:

A) Any event or occurrence arising out of or resulting from the Coronavirus is referred to herein as a “CV Event.” A CV Event includes but is not limited to the following: (i) travel bans, travel warnings, reported cases in transportation hubs, exposure reports, or the like are issued, occur or are re-issued; (ii) the insurance carrier declines to cover the Production described in the SOW or revokes coverage previously declared; (iii) shooting permits are declined or revoked; (iv) key staff or freelance artists, talent, or subcontractors are unavailable (e.g., sick, caring for sick); (v) shooting sessions are impracticable; (vi) civil authority, executive orders, social distancing measures, quarantine, “shelter in place,” stay at home measures, recommendations, directives or the like are issued or re-issued; or (vii) any other event occurs that adversely affects the ability of the Highsnobiety to provide the Services or Deliverables that would otherwise be deemed a breach or threatened breach thereof by either party, that is in any manner related to conditions brought about by the Coronavirus. The occurrence of a CV Event as described herein shall not be deemed a breach of the SOW by either party and shall be treated as a Force Majeure event pursuant to 10.8 of the MSA. In the event of a CV Event, the Customer shall pay Highsnobiety any costs incurred or irrevocably committed by Highsnobiety, plus a reasonable handling fee to cover any Production administrative costs. For the avoidance of doubt, Customer agrees to be responsible for any additional costs or fees incurred from a delayed, rescheduled, or canceled Production (including, but not limited to, talent fees and production costs) that occur as a result of a CV Event

Highsnobiety, Inc.

By: Jessica Nuremberg
(signature)

Name: jessica nuremberg

Title: VP :Partnerships

Date: 9/28.18

Oxygen, Inc.

By: Parvez Lakha
(signature)

Name: Parvez Lakha

Title: Director, Social & Influencer

Date: 09/24/2021